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**Contract Database Metadata Elements**

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Union: **Green Island Teachers Association**

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AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE  
GREEN ISLAND UNION FREE SCHOOL DISTRICT  
AND THE  
GREEN ISLAND TEACHERS' ASSOCIATION  
JULY 1, 2006 - JUNE 30, 2012

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DEC 11 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## ARTICLE I RECOGNITION

- A. The Board of Education of the Green Island Union Free School District, Town of Green Island, New York, having determined the Green Island Teachers' Association is supported by a majority of the teachers in the UNIT described below, hereby recognizes the Green Island Teachers' Association (GITA) as the exclusive negotiating agent for the teachers in such unit. The Board of Education recognizes the Executive Committee as established by the GITA as a primary conduit of information between the Board, Administration and the GITA.
- B. The membership is open to teachers and/or special staff who are paid from the GITA Salary Scale for all or part of their yearly salary.

## ARTICLE II NEGOTIATION PROCEDURES

- A. It is agreed that terms and conditions of employment provided in the agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- B. Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While the Association and the Board shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## ARTICLE III GRIEVANCE PROCEDURES

### A. DEFINITIONS

- 1. A "grievance" is a claim based upon an event(s) or condition(s), which affects the welfare and/or terms and conditions of employment of a teacher or a group of teachers and/or the interpretation, meaning or application of any of the provisions of the Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. PURPOSE

1. The purpose of this procedure is to secure equitable solutions to the problems which might arise between teachers, Association and/or Administration and Board of Education.

## C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. One-day period is accepted as the time limitation for initiating a grievance. A grievance may be withdrawn at any time.

### LEVEL ONE

Nothing herein contained will be construed as limiting the right of any teacher(s) and or the Association having a grievance to discuss the matter with any appropriate member of the Administration. No settlement of any informal nature shall be made with an individual teacher, which shall be inconsistent with the provisions of this Agreement. If the complaint is not settled within two (2) school days and the employee decides to pursue the matter further, he may proceed to LEVEL TWO.

### LEVEL TWO

Upon receipt of a written grievance by the Superintendent, the Superintendent will arrange a meeting with the aggrieved person and/or his designee within five (5) school days. The Superintendent will make a disposition of the grievance to the parties of interest in writing within five (5) school days of such meeting.

### LEVEL THREE

If the Superintendent makes no decision concerning the grievance within five (5) school days of his meeting with the aggrieved person, or if the aggrieved person is not satisfied with the decision made at LEVEL TWO, he shall submit his grievance to the Executive Committee, and/or the Negotiating Committee or its designee. If the Executive Committee, and/or the Negotiating Committee or its designee deems the grievance to be meritorious, it shall refer the grievance to the President of the Board of Education. Within thirty (30) calendar days of receipt of the grievance, the Board of Education shall transmit its determination to the Association in writing.

## LEVEL FOUR

If the grievance is not settled at LEVEL THREE, or if no decision has been rendered within ten (10) school days after the completion of LEVEL THREE, either party may request that the grievance be submitted to arbitration before an impartial third party. Either the Board or the Association may commence an arbitration proceeding by asking the American Arbitration Association to submit the names of five (5) proposed arbitrators.

A copy of such request shall be delivered to the other party at the same time. The parties alternately striking a name from the list shall choose the Arbitrator. The order of striking names shall be determined by lot.

The decision of the arbitrator shall be advisory in nature, and not binding on either party.

The fees of the arbitrator shall be borne equally by the Board and the Association.

The aggrieved retains the right to pursue the grievance to the Commissioner of Education and the courts in keeping with the statutes and regulations pertained therein.

## D. RIGHTS OF TEACHERS TO REPRESENTATION

1. No reprisal of any kind will be taken by the Board or by any member of the Administration against any party in interest, or any other participant in the grievance procedure by reason of such participation.
2. Any party of interest may be represented at any or all stages of the grievance procedure by a person(s) of his own choosing. When the Association does not represent a teacher, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

## E. MISCELLANEOUS

1. If in the judgment of the Executive Committee, and/or the Negotiating Committee, or its designee, a grievance affects a group or class of teachers, the Committee or its designee, may process such a grievance as though it were an individual grievance. In such a case, the Association may process a grievance for all persons concerned, even though an individual aggrieved person may not wish to do so.
2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3. Forms for the filing of grievances, serving notices, making appeals, making reports and recommendations and other necessary documents will be prepared, with the approval of the Association, by an appointee of the Superintendent and be given appropriate distribution so as to facilitate operation of the grievance procedure.
4. It is expressly understood that this grievance procedure shall not be used to delay the resolution of conflicts that might arise related to the interpretation of this agreement.

#### ARTICLE IV

##### DUES DEDUCTION

- A. The School District agrees to deduct from the salaries of teachers, dues payable to the Green Island Teachers' Association.
- B. The Association named in paragraph "A" above will certify to the District Treasurer, in writing, the current rate of its membership dues. The Association will give the School District sixty (60) days written notice prior to the effective date of any change in dues.
- C. Deductions referred to in the paragraphs above will be made per pay period during the school year. The School District will not be required to honor any deduction authorization that is delivered to it later than thirty (30) days prior to the distribution of the payroll from which the deduction is to be made.
- D. The School District will deduct from the salary of employees in the negotiating unit who are not members of the GITA and shall transmit the sum as deducted to the GITA. These employees may request a refund of these monies by submitting a written request to GITA by April 1, of the current school year.

#### ARTICLE V

##### REPRISAL

- A. No teacher shall suffer professional disadvantage by reason of his membership in the Association or participation in its lawful activities.



## ARTICLE VI

### TEACHER EVALUATION

- A. Evaluation of all teachers, both tenured and non-tenured will be managed as per the document titled *Annual Professional Performance Review Plan* mandated by the State Education Department and adopted by the Board of Education and as amended during the life of this contract.
- B. The teacher will have the right to submit a written comment on the evaluation, which is to be attached to the file copy.
- C. If the performance of a teacher is less than satisfactory, the teacher must be so advised. If said teacher is so advised, the evaluator shall have the responsibility to make specific recommendations in writing to the teacher to improve his/her performance.
- D. No derogatory materials, such as confidential reference information, shall be placed in the teacher's permanent file without the teacher's knowledge and the opportunity to make a written statement of defense to be attached to said materials.
- E. A teacher's personnel file shall be open and available for his inspection.
- F. The teacher shares with the administration the responsibility of keeping his file current.

## ARTICLE VII

### CLASS SIZE

- A. The Board of Education and the Green Island Teachers' Association recognize the suggested number of students in each grade level as follows:

Level	Goal	Range
K - 2	20	25
3 - 6	25	30
Level	Goal	Range
7 - 8	25	30
9 - 12	30	35

- B. If the Goal in grades K-6, as stated in this agreement is reached or exceeded, the District shall not accept tuition students for grades above the stated goal. An exception would be in the case of split grades, where each class has not met the stated goal. In this situation tuition students may be admitted at the discretion of the Board of Education.

## ARTICLE VIII

### WORK DAY

A. It is recognized by GITA and the Board of Education that in order that the best interests of the students be served, part-time positions, job share positions and a flexible workday are beneficial.

1. Part-time teachers will be paid for a full day of pay if required to be in school for the full day. This will be calculated using the formula  $1/200$  of the teacher's pay for each full day worked minus the regular days pay already received.

B. The seven-hour day shall be maintained, but with a degree of flexibility being built in order to accommodate the changing needs of children. Teachers employed by the District prior to July 1, 1993 must mutually consent to scheduling changes affecting the seven-hour day. However, no teacher will be required to do so as a condition of continued employment.

C. All teachers shall have a minimum thirty-minute duty-free lunch period and a space provided away from students. (7-12 teachers who have a homeroom get only 30 minutes.)

D. All teachers shall have a minimum forty-minute duty-free planning period.

E. Junior High and High School homeroom assignments will be made on a rotating basis each school year. The Superintendent will give any established homeroom teacher wishing to continue in his/her present homeroom assignment first consideration. A rotation schedule will be established through a joint effort of the Administration and the Association. Teachers instructing six classes and special subject teachers (art, music, library, social worker and physical education) are not required to have homeroom duties.

F. Teachers who exclusively teach grades 7-12 should not have more than five daily instructional periods and one supervisory period except in the following instance:

1. The teacher voluntarily requests a 6th instructional period which will take the place of one supervisory period.

G. If every effort fails to fill the required period with available staff or part-time positions, and if the administration assigns a 6th class to a full-time 7-12 teacher with 100 students or more, that teacher will be compensated at the rate of \$4000.00.

## ARTICLE IX

### SUBSTITUTES

A. A list of substitutes' telephone numbers will be prepared and kept up to date so that teachers may request specific substitutes. Such a list will be kept in the office. Teachers must call this service to arrange for a substitute.

## ARTICLE X

### PUBLICITY OF POSITIONS

A. The Superintendent will make known to all teachers a list of new positions and vacancies. During the school year the list of postings will be put in each teacher's mailbox. During summer vacations faculty will be notified through mailings.

B. Teachers affected by possible staff reductions will be made aware of those possibilities by May 1st of the school year prior to the school year that the reduction will take place. Every effort will be made to notify staff members of a final decision by June 1.

## ARTICLE XI

### EXTENDED LEAVES

A. The President of the Green Island Teachers' Association or a representative chosen by the Association shall be permitted to attend meetings of the New York State Teachers Retirement System. No salary or sick or personal day deductions shall be made for such leave provided it does not exceed a total of five (5) days.

B. The Board of Education agrees to continue to grant leave to faculty members to attend professional meetings or workshops. Such leave will not be deducted from the teacher's sick or personal leave. The Superintendent must authorize such requests.

C. A teacher may be granted a parental leave of absence without pay. (S) he will notify the Superintendent of the pregnancy as soon as possible. The Board of Education and the teacher will mutually agree upon the date upon which this leave will become effective and terminate. The medical insurance program may be continued at the expense of a teacher. A teacher has the option of requesting accumulated sick leave at this time or having it carried over to his/her return.

D. With the permission of the Board of Education, a tenured teacher will be granted an extended leave without pay for the purpose of caring for a sick member of the teacher's immediate family.



THE SARATOGA  
534 BROADWAY / SARATOGA SPRINGS, NY 12866  
T 518 584 4000 / THE SARATOGA HOTEL.COM

3/13/08

This now replaces  
Article XI(c) of the  
Teachers Contract.

It is effective  
immediately and should  
pertain to all people  
who have maternity/paternity  
leave this year.

Thank you  
Judy

**AGREEMENT  
BY AND BETWEEN  
THE GREEN ISLAND UNION FREE SCHOOL DISTRICT,  
THE GREEN ISLAND TEACHERS' ASSOCIATION  
AND  
DEBRA DESNOYERS**

This Agreement by and between the GREEN ISLAND UNION FREE SCHOOL DISTRICT, ("School District" or "District"), the GREEN ISLAND TEACHERS' ASSOCIATION ("GITA") and DEBRA DESNOYERS, an employee of the School District ("Employee") provides as follows:

**WITNESSETH:**

WHEREAS, the Employee is employed by the School District as a teacher; and

WHEREAS, the Employee is a member of the bargaining unit represented by GITA; and

WHEREAS, pursuant to Article XI(C) of the CBA, GITA members receive unpaid parental leave days, and;

WHEREAS, GITA members have been allowed to utilize accumulated sick leave during periods of parental leave, and;

WHEREAS, Ms. Desnoyers requested a parental leave of absence from September 5 to January 28, 2008, and requested the use of her accumulated sick leave during this time, and;

WHEREAS, the District denied such use under the terms of the CBA, and;

WHEREAS, the parties wish to resolve this matter without the need for litigation;

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Effective immediately, Article XI(C) of the CBA shall be mutually interpreted by the District and GITA to provide the following benefits and obligations:

A) GITA members shall be entitled to use accumulated sick leave during the period of pregnancy related disability leave as determined by the member's physician.

B) Said disability leave, at the request of the unit member, shall be "extended" by the District such that a GITA member shall be allowed to use accumulated sick leave for up to a maximum total of sixty (60) days (including clause A sick time). Additional leave beyond the disability leave shall coincide with a "natural" school break such as the end of the school term, end of a recess period, etc. Such days shall not extend over school years.

C) Male GITA members shall be allowed to use up to ten (10) days of accumulated sick leave, if available, for the purpose of staying home to take care of a new born child and/or disabled spouse during the period of her pregnancy related disability.

*Handwritten notes and signatures:*  
JMS 3/13/08  
JMS 3/11/08  
JMS 3/10/08

D) GITA members shall be entitled to an unpaid parental/child care leave of absence. The total time for both the paid and unpaid leaves shall not exceed one year per birth experience. Except as required by the Family and Medical Leave Act, the employee shall be obligated to pay the cost of his/her insurance during this time.

E) GITA members may be entitled to an unpaid parental leave of absence in excess of one year, provided that such extension is in the best interests of the students of the District and that approval is requested of and granted by the Superintendent/Board of Education.

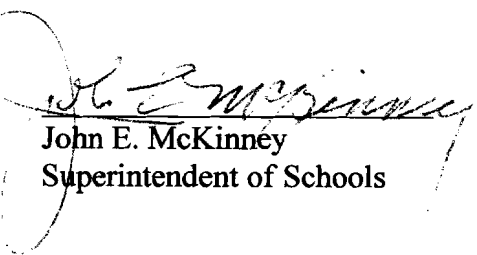
F) Parental leaves of absence shall terminate at the end of a school term, unless a different time is requested and granted by the Superintendent/Board of Education.

2. Ms. Desnoyers shall be granted an unpaid parental leave of absence, from November 29, 2007 to January 28, 2008. Notwithstanding the above rules, and in addition to what she received at the end of the 2006-07 school year, Ms. Desnoyers shall be allowed the use of her accumulated sick leave for the period from September 5 to November 28, 2007. This additional paid leave is applicable Ms. Desnoyers only.

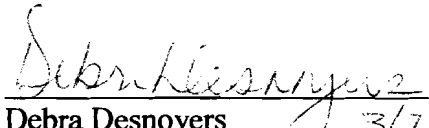
3. This Agreement does not require the District in the future to grant the use of accumulated sick leave in excess of that which is provided above, to Ms. Desnoyers or any other employee of the District.

Dated: <sup>March 13</sup>~~February~~, 2008

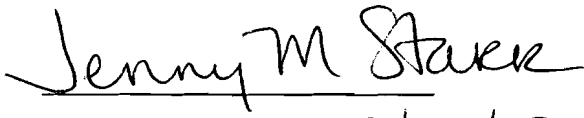
FOR THE DISTRICT:

  
John E. McKinney  
Superintendent of Schools

EMPLOYEE:

  
Debra Desnoyers 3/7/08

FOR THE GITA:

  
03/07/08

# **Green Island UFSD Teachers' Salary Scale 2006-2009**

<b>Step</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>*2008-2009</b>
1	35015	36065	36967
2	35515	36565	37467
3	36842	37065	37967
4	38419	38642	38717
5	39741	40219	✓40294
6	41071	41541	41871
7	42395	42871	43193
8	43721	44195	44523
9	45045	45521	45847
10	46374	46845	47173
11	47947	48424	48747
12	49276	49997	50326
13	50601	51326	51899
14	51929	52651	53228
15	53251	53979	54553
16	54830	55551	56131
17	56155	57130	57703
18	57480	58455	59282
19	58809	59780	60607
20	60136	61109	61932

This salary scale is for Master's Degree only. All others possessing lesser degrees will see a one thousand dollar (\$1000.00) deduction on their current step.

## **Increments:**

Years 2 + 3	\$500.00
Years 4-10	\$750.00
Years 11-15	\$1,000.00
Years 16-20	\$1,250.00
Years 21-40	\$1,500.00

2006-2007: Teachers on step -raise based on 3.5% of base salary plus increment.

Teachers off step -raise based on 1.5% of their salary plus increment.

2007-2008: Teachers on step -raise based on 3% of base salary plus increment.

Teachers off step -raise based on 1.5% of their salary plus increment.

2008-2009: Teachers on step -raise based on 2.5% of base salary plus increment.

Teachers off step -raise based on 1.5% of their salary plus increment.

# **Extra Curricular Activities Salary Scale 2006-2011**

Activity	Step1	Step 2	Step 3	Step 4	Step 5
<b>GROUP A</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Key Club	1947	2047	2147	2247	2347
Yearbook	1947	2047	2147	2247	2347
Student Council	1947	2047	2147	2247	2347
Elementary Student Council	1947	2047	2147	2247	2347
SADD	1947	2047	2147	2247	2347
Major Musical Director	1947	2047	2147	2247	2347
Yearbook Business Manager	1461	1561	1661	1761	1861
Major Drama Director	1363	1463	1563	1663	1763
Gifted & Talented	974	1074	1174	1274	1374
Fine Arts	974	1074	1174	1274	1374
Junior Class Advisor	877				
After School Enrichment	877	977	1077	1177	1277
<b>GROUP B</b>					
Senior Class Advisor	779				
Minor Musical/Drama Director	779	854	929	1004	1079
French Club	682	757	832	907	982
Spanish Club	682	757	832	907	982
Drama Club	682	757	832	907	982
Varsity Club	682	757	832	907	982
Sophomore Class Advisor	682				
Elementary Newspaper	682	757	832	907	982
High School Newspaper	682	757	832	907	982
Elementary Drama Club	682	757	832	907	982
Freshman Class Advisor	584				
Major Musical/Drama Assistant	584	659	734	809	884
Math League	584	659	734	809	884
Junior High Advisor	584	659	734	809	884
<b>GROUP C</b>					
NHS Senior High Advisor	487	537	587	637	687
Minor Musical/Drama Assistant	389	439	489	539	589
Class Night Advisor	389				
NJHS Advisor	293	343	393	443	493
At the 11th year of service, a one time longevity allowance will be added to the salary as follows.					
Group A	\$300				
Group B	\$200				
Group C	\$100				



**Athletic Activity Salary Scale 2006-2011**

Activity	Step 1	Step 2	Step 3	Step 4	Step 5
Varsity Basketball G/B	3180	3280	3380	3480	3580
J.V. Basketball G/B	2703	2803	2903	3003	3103
Varsity Soccer G/B	2385	2485	2585	2685	2785
Varsity Baseball	2385	2485	2585	2685	2785
Varsity Softball	2385	2485	2585	2685	2785
Varsity/JV Volleyball	2385	2485	2585	2685	2785
J.V. Soccer G/B	1908	2008	2108	2208	2308
J.V. Baseball	1908	2008	2108	2208	2308
J.V. Softball	1908	2008	2108	2208	2308
Tennis	1749	1849	1949	2049	2149
Modified Volleyball	1590	1690	1790	1890	1990
Modified Soccer	1749	1849	1949	2049	2149
Modified Basketball	2544	2644	2744	2844	2944
Modified Baseball	1749	1849	1949	2049	2149
Modified Softball	1749	1849	1949	2049	2149
Bowling	1590	1690	1790	1890	1990
Cheerleading- 2 Squads	1590	1690	1790	1890	1990
Golf	1272	1372	1472	1572	1672
Intramurals*	954	1054	1154	1254	1354
Cheerleading- 1 Squad	954	1054	1154	1254	1354

\* Based on a five week or equivalent program. Compensation will increase by 2.5% per week (calculated using the base) up to an additional five weeks. Or decrease by 2.5% per week down to two weeks, depending on the recommendation of the Athletic Director, the Superintendent and the Intramural Coach.

At the 11<sup>th</sup> year of service, a one time longevity allowance of \$500.00 will be added to the salary.

APPENDIX I - A

DESIGNATION AND SICK LEAVE BANK CONTRIBUTION AUTHORIZATION

SOCIAL SECURITY NUMBER \_\_\_\_\_

\_\_\_\_\_  
LAST NAME FIRST M.I.

\_\_\_\_\_  
ADDRESS

TO: GREEN ISLAND UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION

I hereby designate the Green Island Teachers' Association as my representative for the purposes of collective negotiations, and I hereby request and authorize you according to arrangements agreed upon with such Association to deduct from my accrued sick leave \_\_\_\_\_ days and transmit said sick leave days to the Association Sick Leave Bank. I hereby waive all rights and claims for said sick leave days so deducted and transmitted in accordance with this authorization and relieve the Board and its officers from any liability. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

\_\_\_\_\_  
Employee Signature Date

APPENDIX I - B

DESIGNATION AND TERMINATION OF SICK LEAVE BANK MEMBERSHIP

SOCIAL SECURITY NUMBER \_\_\_\_\_

\_\_\_\_\_  
LAST NAME FIRST M.I.

\_\_\_\_\_  
ADDRESS

TO: GREEN ISLAND UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION

I hereby designate the Green Island Teachers' Association as my representative for the purpose of collective negotiations, and I hereby terminate my membership in the Sick Leave Bank according to arrangements agreed upon with such Association. I understand that sick leave days contributed will not be refunded and I hereby waive all rights to the benefits of membership in said Sick Leave Bank.

\_\_\_\_\_  
Employee signature Date

## APPENDIX II

### *Building Project Exceptions*

It is understood and agreed upon that certain provisions of this agreement will not take effect or be enforced until the current building renovation/addition project has been completed. Such articles include but are not limited to:

- |                |              |
|----------------|--------------|
| * Article VII  | Class Size   |
| * Article VIII | Work Day     |
| * Article XVI  | Telephone    |
| * Article XVII | Faculty Room |

While the spirit of the agreement's wording will try to be carried out, modifications to the language may need to put in place to guarantee a safe environment for the educational process to take place. The Union and the Administration will work out solutions to situations that fall into these exceptions.

E. Other Leaves: A teacher may request a personal leave without pay or medical benefits of up to one school year in duration. The leave will be granted upon recommendation of the Superintendent and permission of the Board of Education. The teacher must notify the Board of his/her intent to return to work three (3) months prior to the agreed end of the leave. If the leave is for less than three months, the agreed date of return would take place at the inception of the leave. A mutually agreed upon extension is permissible with the approval of the Superintendent.

F. All the benefits to which a tenured teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave will be restored to him upon his return. A teacher who returns from such leave will be placed on at least the same level of the salary schedule he was on when the leave commenced, except that a teacher having served at least five months in the school year in which the leave commenced shall be placed on the next higher level of the salary schedule.

## ARTICLE XII

### SABBATICAL LEAVE

- A. The Board of Education would consider granting a sabbatical leave for approved study of at least one year at not less than one-half pay or one-half school year at full pay, to be paid at the regular pay periods during the period of sabbatical leave, without restriction on grants or fellowship awards received, to a reasonable percentage of all duly certified education personnel after at least seven (7) years of service in the school system. The recipient of the sabbatical leave will agree to teach at least two (2) years in the school district at the termination of the sabbatical. If this is not fulfilled, the teacher must return all salary and fringe benefit expenses as well as other documented necessary expenses received while on sabbatical.
- B. Regular annual salary increases shall be given for the time on leave as for regular service in the district, and leave time shall count as active service for retirement providing contributions are made in the regular manner. The teacher shall be eligible for health insurance providing contributions are made in the usual manner.
- C. Applications will not be considered after January 1, for leave to begin the following September 1.

## ARTICLE XIII

### SICK LEAVE

A. Each full-time teacher will be granted a total of twelve (12) sick days annually which may be accumulated as usable sick leave to a total of three hundred sixty (360) days. In the event of sick leave absence on the scheduled workday before or after a holiday or vacation, or an absence of three (3) consecutive workdays, a physician's certificate may be required.

B. Each part-time employee will be granted sick leave on a pro-rated basis rounded up to the nearest half-day.

Example: A sixty percent employee would be granted 7.0 to 7.5 sick days per year.

D. Establish a Sick Leave Bank as follows:

1. A pool of days shall be established to provide additional sick leave to teachers who are members of the negotiating unit, with more than one year of service in the District, in the event that current and accumulated personally earned leave credits are exhausted and illness continues.

2. Teachers in the negotiating unit electing to participate in such sick leave bank shall contribute two (2) days of their individual sick leave; part-time teachers will contribute one (1) day. All teachers in the negotiation unit are eligible to participate, but those teachers not electing to contribute shall not be eligible to draw from the bank.

3. The Superintendent and the President of the Association, or their designees, shall act as trustees of the Sick Leave Bank, and all decisions relating to the use of the sick bank days shall be made by them. Such decisions shall not be subject to the grievance procedure. However, a rejected applicant may ask for and will receive a review of the decision, stating reasons for rejection.

4. A teacher who has contributed to the sick bank may be granted days from the bank by submitting to the trustees a request in writing, including supporting documents to establish the appropriateness of each request. In no event shall a full-time member be granted more than thirty (30) days (part-time more than fifteen (15) days) per request. Upon exhausting such 30 or 15 days respectively, a member may be granted additional days from the bank through a second request as per procedure stated above.

5. The sick leave bank shall be replenished when the number of accumulated days has been depleted by 50% of the bank maximum (sick bank members x 2 days). At such time, established members shall contribute one (1) day each. New members will contribute in accordance with "Procedure to Join Sick Leave Bank" as indicated below.

#### E. Procedure to Join Sick Leave Bank

1. To be eligible for membership in the sick leave bank the teacher must be a member of the negotiating unit.
2. The teacher may join the sick leave bank by signing a waiver form (see Appendix I-A) authorizing two (2) sick days to be deducted from his/her sick leave and placed in the sick leave bank.
3. New teachers in the negotiating unit will have up to September 30 of their second year of service to join the sick bank. Any teacher not joining by this date will be eligible again when the sick leave bank is replenished.

#### F. Termination of Membership

1. Any teacher may terminate his/her membership in the sick leave bank by notifying the sick leave bank Trustees in writing (see Appendix I-B).
2. Any teacher withdrawing membership in the bank waives all rights to the benefits of membership. Days contributed will not be refunded.

### ARTICLE XIV LEAVES: PERSONAL AND FAMILY

#### A. Personal Leave

1. Each full-time teacher shall be granted five (5) days of paid leave annually for business other than that related to school with no loss of pay provided that the business matter cannot be taken care of outside working hours or school calendar days. Unused leave days shall be added to the accumulated sick leave on an annual basis each June 30<sup>th</sup>. Under this policy, leave will not be granted for a teacher's honeymoon.
  - a. Each part-time employee shall be granted personal leave on a pro-rated basis rounded up to the nearest half day.  
Example: A sixty percent employee would be granted 3.0 personal days per year.

2. A family affair qualifies under this policy. A family affair is defined as an occasion when matters of concern related to the personal lives of the immediate family have to be settled and the presence of the teacher is imperative. Examples of such occurrences would be the obligation a parent has for taking his child to college – a parent attending a parent-teacher conference or other educational event of a child – a husband/wife attempting to resolve marital problems – the placement of an individual's parents in a care center. (The definition of a 'family affair' is not limited to these examples.)

3. It is not intended to be a leave for personal or family recreation or a social engagement. Instances not included would be: a vacation outside of the regular school calendar, a family get-together for social reasons.

4. Procedures:

a. A teacher requesting to be absent for more than one day must get permission from the Superintendent in accordance with the policy. Any requests for personal leave must be submitted on a form approved by the Superintendent and GITA identifying that the absence is for any one of the following reasons:

1. Family affair, when the presence of the teacher is imperative
2. Legal appointment
3. Military
4. Religious
5. Employee's wedding (2 days)
6. Educational appointment/field trip, etc.

b. In the event that a teacher needs to be absent for more than one day's duration, the teacher will inform the Superintendent, stating the reason for the requested absence.

c. One day advance notice should be given in every case unless emergency prohibits. In the event of an emergency, the Superintendent will be notified that the teacher is taking a day for business other than school related and approved form will be submitted immediately upon return.

B. Bereavement Leave: bereavement leave at full pay will be allowed for the following reasons with no deduction from sick leave or personal leave:

1. Death in the immediate family. Immediate family is defined as parents (in-laws), spouses, significant other, sons, daughters, brothers, and sisters of both spouses, foster parents, and foster children. This leave is not to exceed five (5) days.

2. Death of a relative other than immediate family (nieces, nephews, aunts, uncles, grandparents of both spouses). This leave is not to exceed three (3) days.



3. Each part-time employee will be granted bereavement leave on a pro-rated basis rounded up to the nearest half-day.

Example: A sixty percent employee would be granted three (3) bereavement days for a death in the immediate family and two (2) days for situations other than immediate family.

4. Due to extenuating circumstances and with administrative approval, additional days may be granted. These days will be deducted from accumulated sick leave.

#### ARTICLE XV MEDICAL INSURANCE

A. The Board of Education will offer medical coverage for the Blue Shield Health POS plan offered by the Capital Area Schools' Health Consortium.

B. The District will provide Medical coverage which will include an Optical Rider on the share-pay basis of 90% District - 10% employee for the individual, two-person or family plan. The Board of Education will seek no further share in the cost of providing medical care through 2009.

C. The District will provide Dental coverage on the share-pay basis of 90 % District – 10 % employee for the individual, two-person, or family plan in the Blue Shield Dental Plan. This plan provides the Basic Contract with an 80/20 co-pay and Riders A-1, B-1, C, and D. The Board of Education will seek no further share in the cost of providing medical care through 2009.

D. Part-time employees will be provided health and dental insurance on a pro-rated basis commensurate with their position using the same formula outlined in paragraphs B and C.

E. Anyone employed full time prior to July 1, 1997 shall keep his/her full medical/dental benefits if he/she is reduced in time in subsequent years to equal to or greater than 50% employment. If such teacher is reduced in time to less than 50%, he/she will be covered by the district at the percentage of employment.

F. A Health/Dental Insurance Buy-Out will be made available to the District's Teachers for the duration of the contract on the following schedule:

	Health	Dental
Family	\$1,800.00	\$300.00
Two Person	\$1,000.00	\$200.00
Individual	\$ 600.00	\$100.00

The buy-out payments will be paid in two installments: the first with the first pay period in December, and the second with the first pay period in June. A teacher that either enters the buy-out during the school year or wishes to discontinue coverage during the school year, may do so

only if approved by the Health Insurance carrier. Payments to either the teacher or the health provider will be pro-rated upon entrance or exit of the insurance plan after July 1 of each school year. Employees may be asked to provide proof of insurance coverage in order to receive the insurance buy-out.

#### RETIRED TEACHERS

A. The School District shall continue to pay for medical insurance coverage for all teachers who retired from the District before June 30, 2006 at the following rates: Individual – 100%, Two Person (Two person total minus individual total times .50), Family (Family minus Individual times .50).

B. Individual medical coverage for those who retire from the District after July 1, 2006 will be paid at the percentage and share as is in effect at the time of their retirement.

C. Family coverage for those who retire from the district after July 1, 2006 will be paid at the following rates: Two Person (Two person total minus individual total times .50), Family (Family minus Individual times .50).

D. Retirees wishing to extend their dental insurance may do so by reimbursing the District the full expense.

E. The Insurance Buy Out is available only to teachers employed by the district. Retired teachers are not eligible to receive this benefit.

#### ARTICLE XVI

##### TELEPHONE

A. Where the need for privacy exists, a telephone will be made available upon request. The need for privacy should be school related or pressing personal business which cannot be postponed.

## ARTICLE XVII

### FACULTY ROOM

A. Within the limits of the plant, the present facilities for the exclusive use of the staff will be retained.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

A. In the event that snow days built into the calendar are unused, at least one (1) will be granted to extend the Memorial Day holiday.

B. If school has been in session in excess of 180 days for the current school year, students in grade K-6 shall be excused from attendance for the afternoon sessions for the two days immediately preceding closing day. Teachers will work a regular school day.

C. All K-6 faculty will attend Parent Orientations. All 7-12 faculty will attend Report Card Nights. All K-12 faculty will attend Graduation. Prior approval must be granted by the Superintendent to be absent from any of the above listed activities. Also, there may be other functions which take place during the course of the year, which may require attendance by all or part of the faculty. These additional events will be mutually agreed upon between GITA and the Board of Education.

D. The Association President will be provided with a copy of the minutes of official Board of Education meetings as soon as possible after such meetings. A copy of the official advance agenda of the meetings will also be made available to the Association President prior to said meeting at the same time as they are made available to the Board of Education.

E. For the purpose of professional growth, and by mutual agreement, a teacher may request to observe another teacher's class. Arrangement to cover the observer's class will be made by the Administration with advanced notice.

F. Teachers are expected to dress in a business professional manner and be consistent with the School's Code of Conduct.

ARTICLE XIX  
EXTRACURRICULAR ASSIGNMENTS - ATHLETICS

A. A job description of each sport will be kept on file by the Athletic Director. These will serve as a guide for coaches in conducting the sports program.

B. The appointment of a coach for an athletic team will be made by the Board of Education based upon the recommendation of the superintendent. The superintendent will make his/her recommendation from a list of those persons interested in the position with preference being given to members of the faculty. When no faculty member is interested in the position, the vacancy will next be opened to staff, and then others outside the school district.

C. The compensation for extracurricular athletic assignments contains a 3% increase on the 2005-2006 school year salary schedule. Using such factors as season duration; practice hours necessary; hours of the day and weekends required; preparation required; and responsibility involved, percentages have been established: see attached salary schedule for salaries and longevity.

SPECIAL NOTE: Athletic longevity payments for service in the same activity - service does not have to be continuous.

D. Payment will take place on the next regular payday upon completion of services rendered provided that the Coach's Season Ending Checklist is completed and signed by the Athletic Director.

E. It is understood that by merely listing the above sports does not mean each sport will be offered. The sports to be offered during any school year are determined by the Board of Education. Also, the designation of each coach is to be made by the Board of Education before the start of each sport season.

F. New extracurricular athletic assignments may be added during the length of this contract, by mutual agreement between the Association and the Board of Education. Any additional extracurricular athletic assignments will be posted before assignment is made. Fees for such assignment will be negotiated.

ARTICLE XX  
EXTRACURRICULAR ASSIGNMENTS - NON ATHLETICS

A. A job description of each extracurricular assignment will be kept on file by the Superintendent. The job description will serve as a guide for those responsible for each extracurricular assignment. Each job description shall be updated as necessary.

B. The appointment of an adviser for an extracurricular activity will be made by the Board of Education based upon the recommendation of the superintendent. The superintendent will make his/her recommendation from a list of those persons interested in the position with preference being given to members of the faculty. When no faculty member is interested in the position, the vacancy will next be opened to staff, and then others outside the school district.

C. The compensation for Extra-curriculum activities is as follows: there is a 3% increase on the 2005-2006 school year activity salary schedule for each activity. Advisors will advance on Steps each year. A longevity allowance is added at the beginning of 11<sup>th</sup> (eleventh) year of service for each extra curricular activity. (See attached salary schedule for salaries and longevity):

Special Note: Longevity payments for service in the same activity - service does not have to be continuous.

D. Senior Class Advisor will also be appointed to direct Class Night. Upon the recommendation of the Senior Class Advisor and the Administration, the Board may appoint a person other than the Senior Class Advisor to direct Class Night.

E. Payment for extracurricular assignments will be made in two installments: 50% will be received the last pay period of January and 50% will be received the last pay period of the school year. Before the final payment is received the Report of Activities form must be completed and handed in.

F. New extracurricular assignments may be added during the length of this contract, by mutual agreement between the Association and the Board of Education. Any available extracurricular advisor opportunities will be posted before assignment is made. Fees for such assignments will be negotiated.

G. Chaperones

1. Teachers will not be required to supervise or chaperone extra-curricular activities, beyond the regular instructional school day, except when there are no volunteers.

2. From a list of volunteers, the administration will select and assign teachers to supervise or chaperone extracurricular activities for which they will receive the sum of \$16.00 per hour.

3. When there are not enough volunteers, assignment to supervise or chaperone will be made on the basis of the activity level. That is, elementary teachers will be assigned to elementary activities and high school teachers to high school activities.

4. Supervision compensation shall not apply to those teachers who are already compensated for directing the particular activity.

## ARTICLE XXI

### COMPENSATION AND REMUNERATION FOR SERVICES

#### A. Salary Plan

1. The Salary Plan for the first three years of the contract is attached.
2. The final three years will be negotiated before the 2009-2010 school year.

#### B. Credit Hours

1. In accordance with the transcripts on file, teachers shall be paid at the rate of \$25.00 per credit hour for courses approved by the Board of Education and completed prior to July 1, 1989. Any approved courses beyond permanent certification completed after July 1, 1989 will be paid at the rate of \$35.00 per credit hour. Prior to taking these courses, approval by the Board of Education must be granted.

#### C. In-Service Credit

1. In-service credits officially approved by the Board will be paid at the rate of \$15 per credit hour. One (1) in-service credit will be awarded per 15 clock hours of instruction.

#### D. Detention Monitor(s)

1. For supervision of detention room during the detention period immediately following school on all school days.

a. "Detention Period" is defined as the 60 minutes following the close of school

b. It is expected that the detention monitor will work 166 days from 2:10 PM to 3:10 PM and during that time (or its equivalent) will perform all of the duties that are outlined above.

c. Reimbursement: \$20.00 per hour X 166 = \$3320.00

#### E. NCLB Coordinator

1. Reimbursement will be computed from two responsibility areas:
  - a. Writing of the Grant: \$22.00 per hour x 70 hours (two weeks of work = 70 hours) = \$1540
  - b. Supervision of program during the school year: 64 days = 64 x .75 x \$24 = 1152.00 (maximum salary \$2900 per year)

F. Athletic Director:

1. Reimbursement: payment will be made at the following rate:

Salary Schedule

Years 1-5	\$5000
Years 6-10	\$5500
Years 11 and beyond	\$6000

2. It is understood that payment is for Athletic Director responsibilities outside the classroom.

G. CEIP Coordinator

1. The CEIP Coordinator will be paid as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
\$1947	\$2047	\$2147	\$2247	\$2347

H. T.V. Media

1. The T.V. Media person will be paid as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
\$779	\$854	\$929	\$1004	\$1079

I. The Attendance Examiner

1. The Attendance Examiner will be paid as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
\$487	\$537	\$587	\$637	\$687

J. The Administration, on or before the issuance of the first check of each school year, shall furnish each teacher with a statement of the salary calculation and accumulated sick leave.

K. Any teacher who performs teaching or related professional services at the request of the District in addition to the days as required by the current school calendar will be compensated at the following hourly rates:

School Year	Rate
2006-2012	\$24

L. Any summer program which runs from (4) to six (6) continuous weeks for at least five hours per day will be paid a salary as follows: (3% increase each block of time)

School Year	Four Weeks	Six Weeks
2006-2009	\$2487.00	<del>\$3245.00</del>
2009-2012	\$2562.00	\$3342.00

M. Instruction Beyond the Classroom - A teacher covered by the terms of this contract who provides instruction beyond the classroom will be paid at the following hourly rates:

School Year	Rate
2006-2012	\$24

#### N. "HARD TO HIRE" TEACHERS

The Green Island Teachers' Association is aware that there is a shortage of certain subject area teachers. The competition to employ these teachers is problematic to smaller schools.

The board and administration will make every effort to find a solution that is sensitive to existing faculty.

In the event the district hires a first year teacher with no prior teaching experience and decides to:

- Hire beyond the entry level salary
- Use a signing bonus
- Offer an alternative incentive

The Board of Education or its designee will inform the Green Island Teachers' Association of this decision.

#### O. Retirement Incentive: (This provision will expire as of June 30, 2012.)

1. Upon retirement from the District, a teacher would be entitled to an incentive amount based upon his/her final yearly salary, minus salary Step One on the salary schedule in effect at the time of retirement, multiplied by .55.

Example: Teacher M makes \$55,000 and intends to retire. If the starting salary on Step One is \$30,058, the retirement incentive amount is determined as follows:  $(\$55,000 - \$30,058) \times .55 = \$13,718$ . This is the incentive amount for the retiring teacher.

2. To take advantage of this option, a teacher must have completed 14 years of service in the Green Island School district on or before June 30 of the year in which he/she will retire and be the minimum age required by the New York State Teachers Retirement System in order to retire.

3. The employee must submit his/her resignation for the purpose of retirement on or before January 1, in the school year at the end of which his/her retirement is to become effective. Reasons for failure of notification must be of an emergency or unforeseen circumstance, the validity of which will be left to administrative discretion.

4. An employee is eligible for this retirement incentive benefit only once, the year in which he/she reaches eligibility for retirement by New York State and attains at least 14 years in the district. This is to be taken in the first year of eligibility or it is forfeited.



5. The retiring employee must complete the full school year in which he/she retires in his/her capacity as an employee of the district.

6. The incentive must be deposited as an employer contribution to the employee's elected 403b plan.

7. The above does not exclude a retired staff member from being re-hired on a contractual temporary basis.

**P. Sick Leave Buy Back**

1. Sick leave may be accumulated to a maximum of 260 days for the purpose of calculating "buy back" provisions when an employee leaves the District for reasons other than retirement. When a person retires from the District, sick leave may be accumulated to a maximum of 360 days for the purpose of calculating their sick leave buy back.

2. Upon leaving the District; 0 - 260 days:

a. After five (5) years of employment, each day will be worth 50% of the current fee paid to a substitute teacher with a cap at \$50.00.

b. After ten (10) years of employment, each day will be worth 60% of the current fee paid to a substitute teacher with a cap at \$50.00.

c. After fifteen (15) years of employment, each day will be worth 70% of the current fee paid to a substitute teacher with a cap at \$55.00.

d. After twenty (20) years of employment, each day will be worth 80% of the current fee paid to a substitute teacher with a cap at \$60.00.

3. Sick leave may be accumulated to a maximum of 360 days for the purpose of calculating the "buy back" provisions under the following conditions when a person **retires** from the District:

a. All provisions listed in Article P. 2. Above apply to those eligible faculty members retiring from the District.

b. Days 261 - 360: those eligible faculty members retiring from the District may be reimbursed for unused sick days 261 - 360 at the rate of \$25.00 per day. Those leaving the District for reasons other than retirement are not eligible for this benefit.

4. Funds from this provision must be deposited as an employer contribution to the employee's elected 403b plan.

5. Intention of leaving the district must be made known, in writing, to the Superintendent on or before April 1st of the school year preceding his/her departure. Reasons for failure of notification must be of an emergency or unforeseen circumstance, the validity of which will be left to administrative discretion.

Q. Any employee retiring from the District is eligible to receive the Sick Leave Buy Back provision and the District Retirement Incentive provision.

R. Death Benefit

1. In case of death prior to retirement, the sum of money as established in the "Buy-Back" provisions for unused sick and personal days shall be paid to the employee's beneficiary or legal representative.


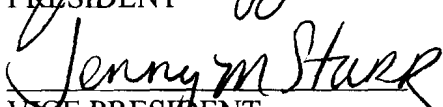

ARTICLE XXII

DURATION OF AGREEMENT

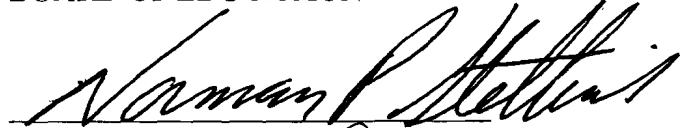
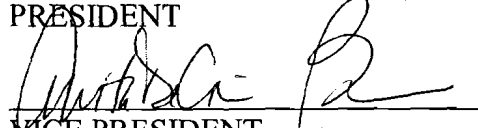
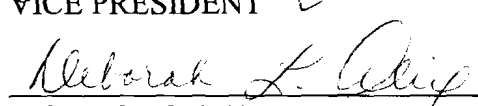

This agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2012 for all provisions with the exception of the salary schedule and medical/dental benefits, which shall be in effect from July 1, 2006 through June 30, 2009.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ASSOCIATION

  
PRESIDENT  
  
VICE PRESIDENT  
  
SECRETARY

BOARD OF EDUCATION

  
PRESIDENT  
  
VICE PRESIDENT  
  
DISTRICT CLERK  
  
SUPERINTENDENT

DATED: October 6, 2006

**GREEN ISLAND UNION FREE SCHOOL DISTRICT  
171 HUDSON AVENUE  
GREEN ISLAND, NEW YORK 12183  
PHONE: 273-1422  
FAX: 270-0818**

**John E. McKinney  
Superintendent**

**CONTRACT OPENS 2009 FOR SALARY AND BENEFIT ONLY.**

**Teacher Contract on step Teachers:**

**Increments credited along with years of service as follows:**

**2 and 3 yrs \$500.00**

**4-10 years \$750.00**

**11-15 years \$1000.00**

**16-20 years \$1250.00**

**Teacher Contract off step Teachers:**

**Increments credited along with years of service as follows:**

**1.5% of salary plus increment of \$1,250.00 to 2009**